



February 28, 2019

Wyatt Troia
New York, NY
Via email

Dear Wyatt:

LoanStreet Inc. (the “Company”), is pleased to offer you employment with the Company, beginning on or about March 18, 2019, on the terms described below. The purpose of this letter is to describe the general terms and conditions of your employment with the Company.

1. **Position.** You will start in a full-time position as an Engineer and you will initially report to the Company’s Senior Engineer, Dae Choi. You will be expected to devote your full business time and your best professional efforts to the performance of your duties and responsibilities for the Company and to abide by all Company policies and procedures, as in effect from time to time. You shall be responsible for performing those duties as are customary for, and are consistent with, the position of Engineer. By signing this letter, you confirm with the Company that you are under no contractual or other legal obligations that would prohibit you from performing your duties with the Company.

2. **Compensation and Employee Benefits.**

a. **Generally.** You will be paid a starting annual salary of \$100,000, payable on the Company’s regular payroll dates. You will be entitled to the Company’s standard employee benefits, which may be changed from time to time. This position is classified as exempt in accordance with federal and applicable state wage and hour laws, so you will not be eligible for overtime pay.

b. **Equity Grant.** Subject to the approval of the Board of Directors of the Company (the “Board”), the Company will grant you an option (the “Option”) to purchase 885 shares of common stock, \$0.0001 par value per share, of the Company (the “Common Stock”). The exercise price per share of the Option will be equal to the fair market value per share of the Common Stock on the date of grant, as determined by the Board. The Option will be subject to the terms and conditions of the Company’s 2016 Equity Incentive Plan (the “Plan”), as the same may be amended from time to time, and a separate stock option grant agreement between the Company and you that sets forth the terms of the option grant (e.g., exercise price, expiration date, and vesting schedule of the stock options). Subject to the terms of the Plan and the stock option grant agreement, the Option will vest and become exercisable as to 25% of the shares subject to the Option on the first anniversary of the vesting commencement date and as to 1/36th of the remaining shares subject to the option at the end of each full month thereafter. Vesting will, of course, depend on your continued employment with the Company. Upon receipt of this

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countersigned offer letter and the Board's approval of the Option, we will prepare the option agreement with all the details.

3. **Proprietary Information, Inventions and Restrictive Covenants Agreement.**

Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's enclosed standard Non-Disclosure and Invention Assignment Agreement.

4. **Employment Relationship – Employment “at will”.**

Employment with the Company is for no specific period of time and this letter and your response are not meant to constitute a contract for employment for a specific term. Your employment with the Company will be “at will,” meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations which may have been made to you are superseded by this offer. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the “at will” nature of your employment may only be changed in an express written agreement signed by you and the Company's Chief Executive Officer.

5. **Employee Benefits.**

During your employment, you will be eligible to participate in all then-current benefit plans made available by the Company from time to time to employees in comparable positions, subject to eligibility requirements, enrollment criteria, and the other terms and conditions of such plans and programs. The Company currently offers a benefit plan through its payroll provider, JustWorks. The Company reserves the right to change or rescind its benefit plans and programs and alter employee contribution levels in its discretion.

6. **Taxes, Withholding and Required Deductions.**

All forms of compensation referred to in this letter are subject to all applicable taxes, withholding and any other deductions required by applicable law.

7. **Miscellaneous.**

a. **Eligibility.**

This offer of employment is contingent upon your providing satisfactory documentation to the Company concerning your employment eligibility as required by Congress under the Immigration Reform and Control Act of 1986. This employment eligibility documentation must be received and accepted by the Company within three (3) business days of your date of hire. Your continued employment with the Company is subject to the satisfactory completion of a background check within 30 days of your start date.

b. **Governing Law; Jurisdiction and Venue.**

The validity, interpretation, construction and performance of this letter agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of New York, without giving effect to principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal or state court within New York County, State of New York, United States of America in connection with any matter based upon or arising out of this letter

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agreement, agrees that process may be served upon it in any manner authorized by the laws of the State of New York for such persons and waives and covenants not to assert or plead any objection that they might otherwise have to jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings based upon or arising out of this letter agreement or the matters contemplated herein (whether based on breach of contract, tort, breach of duty or any other theory) except in such courts.

c. **Entire Agreement.** This letter agreement and Attachment A supersede and replace all prior or contemporaneous discussions, agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company with respect to the subject matter thereof and, together with the agreements underlying your equity grant set forth in Section 2(b), constitute the entire agreement between you and the Company regarding the subject matter set forth herein.

d. **Counterparts.** This letter agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

e. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents or notices related to this letter agreement, securities of the Company or any of its affiliates or any other matter, including documents and/or notices required to be delivered to you by applicable securities law or any other law or the Company's Certificate of Incorporation or Bylaws, by email or any other electronic means. You hereby consent to (i) conduct business electronically, (ii) receive such documents and notices by such electronic delivery, and (iii) sign documents electronically and agree to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

[Signature Page Follows]

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If you wish to accept this offer, please sign and date both the enclosed duplicate original of this letter and the enclosed Non-Disclosure and Invention Assignment Agreement and return them to me. This offer, if not accepted, will expire at the close of business on March 6, 2019.

We look forward to getting started and building a great company together. Please follow up with any questions you may have.

Very truly yours,

LOANSTREET INC.

By: _____

(Signature)

Name: _____

Title: Chief Operating Officer

ACCEPTED AND AGREED:

Wyatt Troia

(Print Employee Name)

(Signature)

3-4-19

Date

Anticipated Start Date: **3-18-19**

Attachment A: Non-Disclosure and Invention Assignment Agreement

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ATTACHMENT A

NON-DISCLOSURE AND INVENTION ASSIGNMENT AGREEMENT

(See Attached)